

1 1. INTRODUCTION

2 1.1. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to discovery
9 and that the protection it affords from public disclosure and use extends only to the
10 limited information or items that are entitled to confidential treatment under the
11 applicable legal principles. The parties further acknowledge, as set forth in Section
12 12.3, below, that this Stipulated Protective Order does not entitle them to file
13 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
14 that must be followed and the standards that will be applied when a party seeks
15 permission from the court to file material under seal.

16 1.2. GOOD CAUSE STATEMENT

17 This action is likely to involve sensitive financial information, medical
18 documents, employment records, information involving personal security and safety,
19 confidential contracts and communication, and other business practices and information
20 for which special protection from public disclosure and from use for any purpose other
21 than prosecution of this action is warranted. Such confidential materials and information
22 consist of, among other things, bank accounts, investment details, sensitive personal
23 information, sensitive medical information, confidential business or financial
24 information, information regarding confidential business practices, personal security
25 information and locations, or other confidential employment information (including
26 information implicating privacy rights of third parties), information otherwise generally
27 unavailable to the public, or which may be privileged or otherwise protected from
28 disclosure under state or federal statutes, court rules, case decisions, or common law.

1 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
2 disputes over confidentiality of discovery materials, to adequately protect information
3 the parties are entitled to keep confidential, to ensure that the parties are permitted
4 reasonable necessary uses of such material in preparation for and in the conduct of trial,
5 to address their handling at the end of the litigation, and serve the ends of justice, a
6 protective order for such information is justified in this matter. It is the intent of the
7 parties that information will not be designated as confidential for tactical reasons and
8 that nothing be so designated without a good faith belief that it has been maintained in
9 a confidential, non-public manner, and there is good cause why it should not be part of
10 the public record of this case.

11

12 2. DEFINITIONS

13 2.1. Action: Paul White v. Crisis24, Inc., et al., Civil Case No. 2:23-cv
14 10371-MWF (MARx).

15 2.2. Challenging Party: a Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for protection
19 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
20 Statement.

21 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their
22 support staff).

23 2.5. Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
25 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 2.6. Disclosure or Discovery Material: all items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained (including, among
28 other things, testimony, transcripts, and tangible things), that are produced or generated

1 in disclosures or responses to discovery in this matter.

2 2.7. Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
4 expert witness or as a consultant in this Action.

5 2.8. "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
6 Information or Items: extremely sensitive "Confidential Information or Items,"
7 disclosure of which to another Party or Non-Party would create a substantial risk of
8 serious harm that could not be avoided by less restrictive means.

9 2.9. House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 2.10. Non-Party: any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

14 2.11. Outside Counsel of Record: attorneys who are not employees of a party
15 to this Action but are retained to represent or advise a party to this Action and have
16 appeared in this Action on behalf of that party or are affiliated with a law firm which
17 has appeared on behalf of that party, and includes support staff.

18 2.12. Party: any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs) except as excluded in section 7.3.

21 2.13. Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 2.14. Professional Vendors: persons or entities that provide litigation support
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
26 their employees and subcontractors.

27 2.15. Protected Material: any Disclosure or Discovery Material that is
28 designated as "CONFIDENTIAL."

1 2.16. Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 4. **SCOPE**

5 The protections conferred by this Stipulation and Order cover not only Protected
6 Material (as defined above), but also (1) any information copied or extracted from
7 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
8 Material; and (3) any testimony, conversations, or presentations by Parties or their
9 Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial will be governed by the orders of the trial
11 judge. This Order does not govern the use of Protected Material at trial.

12 13. **DURATION**

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order will remain in effect until a Designating Party agrees otherwise
16 in writing or a court order otherwise directs. Final disposition will be deemed to be the
17 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
18 and (2) final judgment herein after the completion and exhaustion of all appeals,
19 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
20 any motions or applications for extension of time pursuant to applicable law.

21 22. **DESIGNATING PROTECTED MATERIAL**

23 5.1. **Exercise of Restraint and Care in Designating Material for Protection.**
24 Each Party or Non-Party that designates information or items for protection under this
25 Order must take care to limit any such designation to specific material that qualifies
26 under the appropriate standards. The Designating Party must designate for protection
27 only those parts of material, documents, items, or oral or written communications that
28 qualify so that other portions of the material, documents, items, or communications for

1 which protection is not warranted are not swept unjustifiably within the ambit of this
2 Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that
4 are shown to be clearly unjustified or that have been made for an improper purpose
5 (e.g., to unnecessarily encumber the case development process or to impose unnecessary
6 expenses and burdens on other parties) may expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 **5.2. Manner and Timing of Designations.** Except as otherwise provided in this
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
12 or ordered, Disclosure or Discovery Material that qualifies for protection under this
13 Order must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY
19 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY legend"), to each page that contains
21 protected material. If only a portion or portions of the material on a page qualifies for
22 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
23 by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. During the inspection and before
27 the designation, all of the material made available for inspection will be deemed
28 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting

1 Party has identified the documents it wants copied and produced, the Producing Party
2 must determine which documents, or portions thereof, qualify for protection under this
3 Order. Then, before producing the specified documents, the Producing Party must affix
4 the “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY legend” to each page that contains Protected Material. If only a portion
6 or portions of the material on a page qualifies for protection, the Producing Party also
7 must clearly identify the protected portion(s) (e.g., by making appropriate markings in
8 the margins).

9 (b) except as otherwise stipulated, for testimony given in depositions that the
10 Designating Party identify the Disclosure or Discovery Material on the record, before
11 the close of the deposition all protected testimony.

12 (c) for information produced in some form other than documentary and for
13 any other tangible items, that the Producing Party affix in a prominent place on the
14 exterior of the container or containers in which the information is stored the legend
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”
16 If only a portion or portions of the information warrants protection, the Producing Party,
17 to the extent practicable, will identify the protected portion(s).

18 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive the
20 Designating Party’s right to secure protection under this Order for such material. Upon
21 timely correction of a designation, the Receiving Party must make reasonable efforts to
22 assure that the material is treated in accordance with the provisions of this Order.

23

24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court’s Scheduling
27 Order.

28 6.2. Meet and Confer. The Challenging Party will initiate the dispute

1 resolution process under Local Rule 37.1 et seq.

2 6.3. The burden of persuasion in any such challenge proceeding will be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
4 to harass or impose unnecessary expenses and burdens on other parties) may expose the
5 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
6 the confidentiality designation, all parties will continue to afford the material in question
7 the level of protection to which it is entitled under the Producing Party's designation
8 until the Court rules on the challenge.

9

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1. Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this Action
13 only for prosecuting, defending, or attempting to settle this Action. Such Protected
14 Material may be disclosed only to the categories of persons and under the conditions
15 described in this Order. When the Action has been terminated, a Receiving Party must
16 comply with the provisions of section 13 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Order.

20 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party,
22 a Receiving Party may disclose any information or item designated
23 “CONFIDENTIAL” only to:

- 24 (a) The Named Parties to the Action;
- 25 (b) The Receiving Party's Outside Counsel of Record in this Action, as well
26 as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;
- 28 (c) the officers, directors, and employees (including House Counsel) of the

1 Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (d) Experts (as defined in this Order) of the Receiving Party to whom

3 disclosure is reasonably necessary for this Action and who have signed the

4 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

5 (e) the Court and its personnel;

6 (f) court reporters and their staff;

7 (g) professional jury or trial consultants, mock jurors, and Professional

8 Vendors. to whom disclosure is reasonably necessary for this Action and who have

9 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). Professional

10 Vendors do not include vendors that are used by a Party solely for the purpose of printing

11 copies or exhibits to be used in this matter; provided however, that if such vendors are

12 given unsupervised access to Protected Material, such vendors shall be required to agree

13 to be bound by the provisions of the Protective Order by signing a copy of Exhibit A;

14 (h) the author or recipient of a document containing the information or a

15 custodian or other person who otherwise possessed or knew the information;

16 (i) during their depositions, witnesses, and attorneys for witnesses, in the

17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party

18 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will

19 not be permitted to keep any confidential information unless they sign the

20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless the deposition

21 witness is a Party or representative of the Designating Party or it is otherwise agreed by

22 the Designating Party or ordered by the court. Pages of transcribed deposition testimony

23 or exhibits to depositions that reveal Protected Material may be separately bound by the

24 court reporter and may not be disclosed to anyone except as permitted under this

25 Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel, mutually

27 agreed upon by any of the parties engaged in settlement discussions.

7.3. Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES"

1 ONLY” Information or Items. Unless otherwise ordered by the court or
2 permitted in writing by the Designating Party, a Receiving Party may disclose
3 any information or item designated “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action;
6 (b) In-House Counsel of the Receiving Party to whom disclosure is reasonably
7 necessary for this Action;
8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
11 (d) the Court and its personnel;
12 (e) court reporters and their staff;
13 (f) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information.

15

16 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
17 **OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation that
19 compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”
21 that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification will
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the subpoena or
26 order is subject to this Protective Order. Such notification will include a copy of this
27 Stipulated Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be pursued by

1 the Designating Party whose Protected Material may be affected.

2 If the Designating Party timely seeks a protective order, the Party served with
3 the subpoena or court order will not produce any information designated in this action
4 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” before a determination by the court from which the subpoena or order issued,
6 unless the Party has obtained the Designating Party’s permission. The Designating Party
7 will bear the burden and expense of seeking protection in that court of its confidential
8 material and nothing in these provisions should be construed as authorizing or
9 encouraging a Receiving Party in this Action to disobey a lawful directive from another
10 court.

11

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a Non-Party in
15 this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in
17 connection with this litigation is protected by the remedies and relief provided by this
18 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
19 seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
21 Party’s confidential information in its possession, and the Party is subject to an
22 agreement with the Non-Party not to produce the Non-Party’s confidential information,
23 then the Party will:

24 (1) promptly notify in writing the Requesting Party and the Non-Party that
25 some or all of the information requested is subject to a confidentiality agreement with a
26 Non-Party;

27 (2) promptly provide the Non-Party with a copy of the Stipulated
28 Protective Order in this Action, the relevant discovery request(s), and a reasonably

1 specific description of the information requested; and

2 (3) make the information requested available for inspection by the Non-
3 Party, if requested.

4 (c) If the Non-Party fails to seek a protective order from this court within 14 days of
5 receiving the notice and accompanying information, the Receiving Party may produce
6 the Non-Party's confidential information responsive to the discovery request. If the
7 Non-Party timely seeks a protective order, the Receiving Party shall not produce any
8 information in its possession or control that is subject to the confidentiality agreement
9 with the Non-Party before a determination by the court. Absent a court order to the
10 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
11 court of its Protected Material.

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13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
17 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
18 all unauthorized copies of the Protected Material, (c) inform the person or persons to
19 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
20 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
21 that is attached hereto as Exhibit A.

22

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
24 PROTECTED MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other protection,
27 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
28 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure

1 may be established in an e-discovery order that provides for production without prior
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
3 parties reach an agreement on the effect of disclosure of a communication or
4 information covered by the attorney-client privilege or work product protection, the
5 parties may incorporate their agreement in the stipulated protective order submitted to
6 the court.

7

8 **12. MISCELLANEOUS**

9 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2. Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in this
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any
15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3. Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the specific
19 Protected Material at issue. If a Party's request to file Protected Material under seal is
20 denied by the court, then the Receiving Party may file the information in the public
21 record unless otherwise instructed by the court.

22

23 **13. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return all
26 Protected Material to the Producing Party or destroy such material. As used in this
27 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28 summaries, and any other format reproducing or capturing any of the Protected Material.

1 Whether the Protected Material is returned or destroyed, the Receiving Party must
2 submit a written certification to the Producing Party (and, if not the same person or
3 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
4 where appropriate) all the Protected Material that was returned or destroyed and (2)
5 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
6 summaries or any other format reproducing or capturing any of the Protected Material.
7 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
8 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
10 consultant and expert work product, even if such materials contain Protected Material.
11 Any such archival copies that contain or constitute Protected Material remain subject to
12 this Protective Order as set forth in Section 4 (DURATION).

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14 14. Any willful violation of this Order may be punished by civil or criminal
15 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
16 authorities, or other appropriate action at the discretion of the Court.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: February 7, 2025 LABOR LAW PC

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4 By: /s/ Noel Harlow

5 DANNY YADIDSION

6 NOEL HARLOW

7 Attorneys for Plaintiff

8 PATRICK BURK

9 Dated: February 7, 2025 QUARLES & BRADY LLP

10

11 By: /s/ Ashley D. Kearney

12 CHARLES F. WHITMAN

13 ASHLEY D. KEARNEY

14 LUCY PERITZ

15 Attorneys for Defendants

16 CRISIS24, INC., CRISIS 24 PROTECTIVE

17 SOLUTIONS, LP

18 **CERTIFICATION**

19 Pursuant to L.R. 5-4.3.4(a)(2)(i), I hereby certify that the content of this
20 Stipulated Protective Order is acceptable to all persons required to sign this
21 document. Attorney Noël Harlow, attorney for plaintiff, has authorized me to affix
22 her CM/ECF electronic signature to this Stipulated Protective Order.

23 Dated: February 7, 2025 By: /s/ Ashley Kearney

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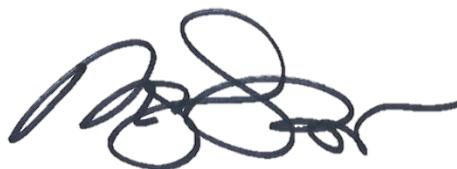
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1 FOR GOOD CAUSE SHOWN, IT IS ORDERED.
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3 DATED: February 11, 2025



6 HON. MARGO A. ROCCONI
7 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of ***Patrick Burk v. Crisis24, Inc., et al., Civil Case No. 2:24-cv-04698 MWF (MARx)***. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court
14 for the Central District of California for the purpose of enforcing the terms of this
15 Stipulated Protective Order, even if such enforcement proceedings occur after a
16 termination of this action. I hereby appoint _____ [print or
17 type full name] of _____ [print or type full
18 address and telephone number] as my California agent for service of process in
19 connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

21 Date: _____

22 | City and State where signed: _____

24 Printed name:

26 | Signature: